

## **Terms and conditions**

In the event Covid restrictions are reinstated Terms and Conditions (Covid May 2020) will apply.

These clauses apply to all lessons and activity, and to all swimmers, participants, and spectators. These clauses form part of the terms and conditions but do not affect your other rights and continuity of supply.

Safeguarding is our top priority. Policy, practises, training, and staff are in place to implement our Safeguarding policy. Under our policy PoolSchools only accepts liability for swimmers once registered in a lesson via the teacher and until the end of the lesson. (Standard lesson time 30 min). PoolSchools apply safeguarding policy in conjunction with Swim England our NOPs and EAPS and local / venue variations in respect of the pool hall changing rooms and general site.

Parents/Guardians remain responsible for children not registered or not participating in an active class.

PoolSchools are not responsible for infants, children, young or venerable adults outside of the period of their registered lesson. "Swimmers" must vacate the site (unless waiting for sibling lessons) within 15 min of the end of their lesson. Parents/Guardians must remain on site at all times for children under 8 years old and be available to collect all swimmers within the 15-minute post class time frame. PoolSchools vacate all sites 30 minutes after the last lesson.

1. Lessons are scheduled in 3 termly blocks (Sept to August) spanning 5,10 11- or 12-weeks variable subject to the class level and venue.
2. PoolSchools commit to deliver the total number of scheduled lessons over 12-months within 3 term period (Sept to August).
3. Term dates are published on our website [www.poolschools.co.uk](http://www.poolschools.co.uk)
4. "SPARE" dates form part of the terms and conditions. Additional/SPARE dates are added to the termly calendar to accommodate unscheduled closures.

Term time schedules can change. PoolSchools will continue to deliver the programmed lessons as advertised and published and in good faith will do so using the SAPRE or extra sessions.

### **Revision of term dates**

5. Unscheduled closures are automatically reallocated to the SPARE dates.
6. An unscheduled closure late in a term may result in an additional lesson during the following term.
7. PoolSchools will have discharged its obligation if sufficient lessons have been made available during the 12month period Sept to August.
  - a. Credits/refunds are not issued if a swimmer is unable to attend a rescheduled date.
8. In the event we are unable to reschedule a cancelled lesson:
  - a. A credit is issued (the value is deducted from next Direct Debit) refunds are not issued.
9. Absence from scheduled lessons:
  - a. Swimmer's book 5/10/11/12 lessons within a term dates (Including SPARES). Credits/refunds are not issued for Single/multiple absences.
10. Absence from scheduled lessons occurring due to illness/injury.
  - a. Swimmers absent for 3 or more lessons can apply for a credit. It must be demonstrated that the swimmer was absent due to critical illness (doctors note must be seen) or injury (managers discretion applied). If approved, a credit will be applied for the total absence less one week. The credit will be issued against the current or future terms (refunds are not issued for absence due to illness).
11. Absence from scheduled lessons due to Covid /isolation. Credits are not issued due to Covid or self-isolation unless statutory Government or local authority guidance is applied/in force.
12. Swimmers can only attend the lesson they have booked. PoolSchools Public Liability and teachers' personal insurance do not provide cover for swimmers entering a class in which they are not registered.

### **Class registration/Attendance/ Entry.**

13. Swimmers in Private /Adult / Duck / F and P Classes should arrive poolside 5 minutes before for your lesson starts. Swimmers can enter a class up to 10 minutes after the start of the lesson. The lesson will not be stopped or repeated for late arrivals. Swimmers arriving between 10-15 minutes after the start of a lesson will only be accepted into the class at the discretion of the teacher which is subject to the stage of the lesson and activity being taught.

### **Payment and cancellation.**

#### 14. Term time lessons:

- a. Places must be confirmed within 10 days of the reservation and the booking email being issued.
- b. Places are confirmed when payment has been made (receipt email issued).
- c. Existing swimmers pay by direct debit.
  - i. An Active direct debit must be open for each swimmer; the swimmer is automatically rebooked each term when this direct debit is present.
  - ii. 4 / Four direct debits payments are taken for each term.
  - iii. Swimmers pay 12 debits per year. Debits are taken during holidays.
  - iv. Payment Schedule
    1. July, August, September, and October payments are for Autumn term.
    2. November, December, January, and February payments are for Spring term.
    3. March, April, May, and June payments are for summer term.
- d. Cancellation of lesson by Swimmers.
  - i. 100% of all fees paid are refunded if lessons are cancelled, in writing, 8 working days before the start of any term.
  - ii. 7 working days or less, prior to the start of term or after the 1<sup>st</sup> or 2<sup>nd</sup> lesson of term, refunds requested will be given 75% of money paid minus a £25 admin fee.
  - iii. No refund or credit is issued for lessons cancelled after the 3<sup>rd</sup> lesson.
- e. Deferred lessons.
  - i. Credits can be applied to future terms for Swimmers unable to continue during a term due to "Exceptional circumstances". The management will apply their discretion accordingly. Moving house; Exams; holidays; religious festivals are not considered "Exceptional Circumstances".
- f. Crash Course/non term time courses.
  - i. Confirmation/payment is required in advance.
  - ii. 100 % refund for Cancellation up to 5 days before the course starts.
  - iii. Refunds / Credits are not issued for cancelation 4 days or sooner before or during the course as places cannot be resold.
- g. Direct debit payment.
  - i. An active direct debit is required for swimmers to continue with lessons.
  - ii. If one debit is rejected swimmers must submit the balance before the next direct debit run.
  - iii. If 3 debits are rejected the swimmer is removed from the registers and required to rebook and pay in full, in advance.

### **Communications**

15. PoolSchools will confirm change of dates via email and through the venue calendar on the website. **(We recommend you check this regularly).**
16. PoolSchools access to a venue is limited to 15 min before the start of a session.

17. Swimmers will be informed of cancellations or change in times and schedule by email (being the email address provided when booking and used for general communications). Texts are used when possible if the cancellation is given at late notice. It is incumbent upon swimmers to provide a valid email address and for it to be accessible at weekends and evenings.
18. Emails will explain the reason for our inability to offer a lesson / or need to delay or cancel a day full or part of, and when possible, indicate the rescheduled SPARE date replacing the lost session. In such circumstances when the email has been issued "PoolSchools" shall not be deemed to be in breach of this contract and conditions and shall reschedule the session to a SPARE date.

#### **Termination of lessons by PoolSchools .**

In some circumstances swimmers will be removed from lessons due to their behaviour or that of their parents/ guardians such circumstances are :

- a. Repeated late arrival.
  - b. Inappropriate behaviour within changing rooms, swimming pool, or pool hall.
  - c. Breach of safeguarding policy.
  - d. When arriving or leaving the site/grounds.
  - e. An appropriate adult not being on site during lessons for swimmer under 8.
  - f. Failing to follow local guidance in regards to:
    - i. Parking
    - ii. Smoking/ Drunkenness and eating.
    - iii. Circulating in the grounds
  - g. Abuse of staff, other swimmers, or customers.
19. All swimmer parents / guardians must make themselves aware of the Normal operating procedures and pool rules including photography, showering, shoes or drinking etc.
  20. Gulls Swimmers achieving the Gulls standard may be asked to leave freeing space for new Gulls.

#### **Refunds**

21. Cancellations must be submitted by enquiry form via the web site (poolschools.co.uk). The enquiry date will be taken as the basis for any refund.
22. All refund payments are made by BACS transfer. PoolSchools do not retain bank information. You are required to provide the full bank information in order to receive a refund.
23. **Emergency / pool evacuation.**
  - a. lessons stopped due to an emergency or evacuation, for the safety of swimmers and spectators, are not replaced, repeated nor are credits issued.
  - b. Lessons immediately following an Emergency / pool evacuation will be cancelled to ensure the facility can be reset and to address swimmers' and or staff anxiety. These sessions are not replaced or repeated, and credits are not issued.

#### **GDPR (Full details see separate policy)**

- 23.0** PoolSchools retains a swimmer's information on a secure database, solely owned and managed by PoolSchools. This remains there while active on a waiting list and during the period of a contract and up to 5 years thereafter. If you wish to have your information removed, please let us know.
- 24.0** PoolSchools do not share information with third parties. Badges and certificates are supplied by a third party who will only contact you following your direct enquiry.

#### **Force Majeure**

FM has always formed part of our terms and Condition.



Should "PoolSchools" be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, terrorism, industrial action, water quality, availability of pool water chemicals, disruption to mechanical or electrical or water supplies, closures and restricted access granted to venues by the host or others due to events or circumstance including Health advice, Covid Guidance issued by our host venue, Governing Sports body, local council or government and as interpreted by PoolSchools or legislation or other unforeseen events, and this is unavoidable, "PoolSchools" shall notify the Client as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances "PoolSchools" shall not be deemed to be in breach of this contract and conditions. This clause shall not, however, affect any Clients right to cancel.

**SITE SPECIFIC T&Cs**

**Slinfold Golf Club.** Swimmers must be members of the club to book swimming lessons. The swimmer's membership number must be provided before the booking is confirmed.